

INSTRUCTIONS FOR SUBMITTING AN APPLICATION UNDER THE  
ARIZONA DEPARTMENT OF EDUCATION  
INDIVIDUAL REFERRAL PROCESS

MASTER PROGRAM AGREEMENT NO. ED07-0038

1. The MASTER PROGRAM AGREEMENT signatory (responsible party) should thoroughly read the entire MASTER PROGRAM AGREEMENT document.

*Note that tuition payments are made as a reimbursement based upon actual clock hours of attendance and that tuition cannot be increased during the current term of the Master Program Agreement (see Part Three, paragraph 5).*

2. Once the entire document is understood and agreed to, the Attachments (Part Four of the Master Program Agreement) and the Offer (or Signature Page, page 1) can be completed.
3. Use the following as a checklist prior to mailing **TWO COPIES** of your Master Program Agreement application to the Arizona Department of Education:

- \_\_\_\_\_ Offer and Award Form, completed and signed (**2 with original signatures**)
- \_\_\_\_\_ Pricing Schedule, completed and signed (Attachment 1)
- \_\_\_\_\_ Legal/Financial Questionnaire, completed and signed with all attachments as requested in item 2 of the form (Attachment 2)
- \_\_\_\_\_ Certification Regarding Lobbying, completed and signed (Attachment 3)
- \_\_\_\_\_ Certification for Drug Free, completed and signed (Attachment 4)
- \_\_\_\_\_ Administration Information (Attachment No. 5)
- \_\_\_\_\_ Training Program Course Outline (Attachment No. 6)
- \_\_\_\_\_ Training Program Supplemental Sheet (Attachment No. 7)
- \_\_\_\_\_ Training Program Cost Sheet (Attachment No. 8)
- \_\_\_\_\_ Training Program/Performance Standards Outline (Attachment No. 9)
- \_\_\_\_\_ Instructor Information (Attachment No. 10)
- \_\_\_\_\_ Assurances and Certifications (Required - Trade Adjustment Act applications) (Attach. No. 11)
- \_\_\_\_\_ Copy of current License/Certification from applicable Board (e.g., Private Post Secondary, Barber, Cosmetology, D.O.T., etc.)
- \_\_\_\_\_ Original certificate of insurance for the original Master Program Agreement term. **Certificate of Insurance must be received before award can be processed.**
- \_\_\_\_\_ School catalog, schedules, program brochures, and/or other printed information which fully describes your facility, programs/courses, hours, schedules, etc.
- \_\_\_\_\_ W-9 Request for Taxpayer Identification Number and Certification (Required for new applications, please call for correct form)

4. Mail the items listed in Paragraph 3, above to:

Arizona Department of Education  
Workforce Development Unit  
Individual Referral Process Program  
1535 West Jefferson Street, Bin #39  
Phoenix, Arizona 85007

5. Uniform Instructions to Offerors Version 7.1:

Version 7.1 of the State of Arizona's Uniform Instructions to Offerors is hereby incorporated by reference. These documents may be obtained via the State Purchasing Office's website by accessing the internet at (<http://www.azeps.az.gov/PoliciesDocuments/>) or by calling either the State Procurement Office at 602-542-5511 or the Arizona Department of Education at 602-364-2517.

***It is the Offeror's responsibility to obtain the current revision of the documents.***

## OFFER AND AWARD



ARIZONA DEPARTMENT OF EDUCATION  
1535 West Jefferson Street, Bin #37  
Phoenix, Arizona 85007

### MASTER PROGRAM AGREEMENT NO. ED07-0038

#### OFFER

The Undersigned hereby applies to be accepted as an Arizona Department of Education MASTER PROGRAM AGREEMENT awardee to provide adult vocational training services in compliance with all the terms, conditions, specifications and amendments of this MASTER PROGRAM AGREEMENT document for the training programs indicated.

Please check as appropriate.

☐ US Department of Labor Trade Adjustment Act

☐ All others not Trade Adjustment Act or Work force Investment Act

☐ Federal Workforce Investment Act

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name of Person Authorized to Sign Offer

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Title of Authorized Person

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Signature of Authorized Person Date of Offer

Telephone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Applicant's Arizona Transaction (Sales) Privilege Tax License Number: \_\_\_\_\_

Applicant's Federal Employer Identification Number: \_\_\_\_\_

#### ACCEPTANCE

*(For State of Arizona Use Only)*

Your application dated \_\_\_\_\_ is hereby accepted as described in the Notice of MASTER PROGRAM AGREEMENT Award. You are now bound to perform based upon the application and your offer as accepted by the State.

This shall henceforth be referred to as MASTER PROGRAM AGREEMENT Number ED07-0038-\_\_\_\_\_.

You are hereby cautioned not to begin any billable work or provide any training service under this MASTER PROGRAM AGREEMENT Award until you receive an executed purchase order, contract release document, or written notice to proceed, as applicable.

#### State of Arizona

Awarded this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Douglas C. Peebles, MBA, CPPB, CPCM  
Chief Procurement Officer



## **PART ONE**

### **INTRODUCTION MASTER PROGRAM AGREEMENT No. ED07-0038**

**Arizona Department of Education  
1535 West Jefferson Street, Bin #37  
Phoenix, Arizona 85007  
(602) 364-2517**

1. The Arizona Department of Education (ADE) developed the Individual Referral Process (IRP) to help multiple agencies provide job-related post-secondary classroom education and training in high demand occupational areas to eligible clients. The following is a brief summary of the funding sources, agencies and clients currently involved in the IRP:
  - A. The U.S. Department of Labor provides the Arizona Department of Economic Security (DES) with Trade Adjustment Assistance (TAA) funds under the Trade Act. DES Employment Administration Trade Act counselors work with eligible certified workers, laid off from work due to foreign influence in trade and unable to find employment in their field, to develop a profile of the type of training the client needs. When the client is ready for actual training and education services, the DES counselor contacts ADE to access the IRP. ADE coordinates all training and education activity between the client, the DES Employment Administration Trade Act counselor, training facility and DES Employment Administration.
  - B. Other DES programs may use this MASTER PROGRAM AGREEMENT to provide similar job training.
2. For the Trade Adjustment Act program, Education Program Specialists within ADE's Workforce Development Unit have many roles in the IRP, including the following:
  - A. Working with the funding source referral agency counselors to develop a customized training plan for each referred client. Finalized individual job training plans are based on factors that include, but are not limited to:
    - (1) Availability of funding;
    - (2) Funding source regulations or requirements;
    - (3) The client's interests;
    - (4) The client's abilities to perform well in the occupation;
    - (5) The level of education/training the client would need in order to achieve the minimum competence for entering the occupation;
    - (6) Short and long-term outlook for occupational opportunities;
    - (7) Location and availability of an appropriate training provider;
    - (8) Referral agent or counselor recommendations;
    - (9) Length of training and available start dates; and
    - (10) Total cost of training, including ancillary items.
  - B. Monitoring each client's progress toward achieving established training plan goals and approving any necessary changes to the training plan.



**PART ONE**

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- C. Coordinating communication between ADE, the referral agent or counselor, training staff and other appropriately involved persons, to ensure the client is successful in achieving established training plan goals and is able to maximize use of other available resources.
  - D. Validating and reimbursing allowable costs related to satisfactory completion of job training, which may include tuition, books, supplies, licensing fees and portions of on-the-job training wages as applicable.
  - E. Performing follow up, in coordination with the client's referral agency, to determine if the client was able to secure and maintain employment in a field related to the job training.
- 3.** For other DES programs, some or all of the above tasks may be performed by DES staff, or by staff from another sub recipient entity appropriately designated by DES.
- 4.** ADE solicits potential MASTER PROGRAM AGREEMENT awardees by advertising its requirements and sending MASTER PROGRAM AGREEMENT application materials to training and education service providers that request them, and to those recommended by clients, counselors and agency administrations. ADE staff reviews each incoming potential MASTER PROGRAM AGREEMENT application to review cost, reliability and capability, and anticipated usage. Final MASTER PROGRAM AGREEMENT awards are made and signed by the Chief Procurement Officer of the Arizona Department of Education.



## **PART TWO**

### **SCOPE OF WORK MASTER PROGRAM AGREEMENT No. ED07-0038**

**Arizona Department of Education  
1535 West Jefferson Street, Bin #37  
Phoenix, Arizona 85007  
(602) 542-1320**

#### **1. CONTRACTING PARTIES**

In performance of the training services set forth herein, the training services provider ("awardee") shall expressly agree and understand that a MASTER PROGRAM AGREEMENT contract exists between the awardee and the Arizona Department of Education, upon acceptance and approval of the awardee's application as set forth on the MASTER PROGRAM AGREEMENT Signature Page ("Offer and Award").

#### **2. TECHNICAL ASSISTANCE**

The awardee may request technical assistance from the Department of Education relative to the terms, conditions, policies and procedures governing this MASTER PROGRAM AGREEMENT. The awardee may request technical assistance in the programmatic delivery of services from the Department of Education. Notwithstanding the foregoing, the awardee shall not be relieved of full responsibility and accountability for providing training services in accordance with the terms and conditions set forth herein.

#### **3. USE OF CONTRACT SERVICES**

The awardee shall understand and agree that no quantity of training service is guaranteed under the MASTER PROGRAM AGREEMENT, and training services shall be on an "as needed, if needed" basis.

#### **4. AUTHORIZED SERVICES**

The awardee shall provide training and education programs or courses as they are normally offered to the general public, or as developed for a specific training need, to clients referred for enrollment under the ADE Individual Referral Process (or from other participating referring entities) in accordance with the provisions herein. In providing such programs or courses, the awardee shall provide the education and training programs or courses as they were presented to and approved by the Department of Education, and which are listed on the most current authorized MASTER PROGRAM AGREEMENT Training Program Course Outline.

#### **5. PROGRAM LICENSES/CERTIFICATIONS/APPROVALS**

The awardee shall maintain in current status, any licenses, certifications or approvals which were used as a basis in determining awardee eligibility to train Individual Referral Process (IRP) clients. Such licenses, certifications or approvals include those issued to the awardee by an entity qualified to grant authorization to provide training and education in one or more specialized disciplines, and governing board approvals, if any. The awardee shall notify the Department of Education upon changes in licensing, certification or approval that affect the awardee's authorization to train and educate in one or more of the specialized disciplines.

#### **6. INSTRUCTOR QUALIFICATIONS**

The awardee shall provide instructors duly qualified by education, experience and/or certification. In addition, the awardee shall ensure that instructors maintain all applicable teaching certifications in current status.

#### **7. AUTHORIZATION TO ENROLL CLIENTS**

A. Upon receipt of an Individual Referral Certification (IRC) form (see Appendix 1) approved by ADE (or other appropriate form from a participating entity), the awardee shall enroll the client according to the



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information presented on the form. If the awardee cannot enroll the client as specified for any reason, the awardee shall immediately call the referral person listed on the form.

- B. The appropriate participating enrollment entity may issue a verbal authorization to enroll a client. In such circumstances, the awardee shall tentatively enroll the client pending receipt of the approved enrollment form within ten (10) working days.

#### **8. REVISION(S) TO APPROVED ENROLLMENT FORM**

Only the appropriate participating enrollment entity has authority to revise a client's enrollment form, including changes to a program of study, authorized courses, allowable costs for ancillary items, training start or end dates, length of training time, etc. The enrolling entity shall issue a revised enrollment form to notify the awardee of any approved revision. The awardee shall consider any such revised enrollment form as a replacement to the previously approved enrollment form(s).

#### **9. CLIENT GRIEVANCES**

The awardee shall advise clients referred to the awardee for enrollment of their right, at any time and for any reason, to present to the participating referring entity any grievance(s) arising from the delivery of contract services, including but not limited to, the quality of training and education services or any reduction, suspension or termination of services.

#### **10. CLIENT FINANCIAL AID**

The awardee shall provide the participating referring entity with a copy of any award notification and/or check received by or generated by the awardee for any form of state-provided aid or assistance (scholarship, tuition waiver, etc.) intended for full or partial payment of a client's tuition, fees or other charges. This shall apply in all cases when the awardee knows of state-provided aid or assistance given, even when the aid or assistance is not kept by the awardee but is passed through to the student by the awardee. The participating referring entity may use such state-provided aid or assistance to reduce the amount payable to the awardee for tuition and/or other fees, unless the participating referring entity determines that the client may keep the aid or assistance for other uses. Directions provided by this Paragraph do not apply to Federal aid or assistance to clients.

#### **11. CHARGES TO CLIENTS**

The awardee is expressly forbidden from soliciting or imposing fees or charges of any kind upon MASTER PROGRAM AGREEMENT referred clients before, during, or after the approved training. This may include, but is not limited to, any fees or charges not paid by the referring entity or fees incurred without approval, in writing, from the referring entity. The awardee shall notify the referring entity contact person in the event the awardee requires payment for items or fees not specifically listed within a client's enrollment form, or if a client requires a service of the awardee which has not been authorized on the client's enrollment form.

#### **12. CLIENT PROGRESS**

The awardee shall notify the referring entity within ten (10) working days, of any/all factors, regardless of cause, which may have a negative impact on a client's successful completion of training. Such factors include, but are not limited to, any obvious personal or training related problems that may cause the client to earn poor grades, fail or require an extension of time to complete training.



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#### **13. TRAINING TIME EXTENSIONS/DELAYS**

Only the referring entity has authority to approve an extension or delay in a client's training time or training end date. The referring entity shall notify the awardee in writing of any approved extension or delay. If the awardee determines there is a need for an extension or delay in training, the awardee shall immediately request of the referring entity a consideration of approval.

#### **14. CLIENT WITHDRAWAL/TERMINATIONS**

The referring entity shall notify the awardee, in writing, of any approved training termination or withdrawal. The awardee shall notify the referring entity immediately of any withdrawal or termination that occurs without proper approval and notification form from the referring entity.

#### **15. CLIENT PROGRESS REPORTING**

- A. The awardee shall submit a monthly Progress Report to the referring entity completed by the client's instructor for each client in attendance. Such reports shall be submitted no later than the 15<sup>th</sup> day of each month for the previous month. These reports assist the referring entity and the client's counselor to determine whether the client is performing well and is receiving supportive services sufficient to complete training. A sample of the Report is enclosed as Appendix 2 to this document.
- B. For clients receiving unemployment insurance benefits and/or trade readjustment allowances, while in training, the awardee will be asked, by the Arizona Department of Economic Security, to sign weekly Unemployment Insurance Claim forms to verify client attendance. These forms are necessary for the client to remain eligible to receive training and education at the awardee's facilities, and for other types of assistance.

#### **16. INVOICING REQUIREMENTS**

For each client in attendance, the awardee shall submit an itemized Attendance/Accounting Statement to the referring entity once per month upon start of training, and within ten (10) working days following client graduation, completion, termination or transfer. The Statement shall be completed and signed by an authorized agent of the awardee and the client. A sample of the Statement is enclosed as Appendix 3 to this document.

- A. Statement itemization for reimbursement of tuition shall be completed in accordance with this Paragraph 16, regarding calculation of tuition payments.
- B. Statement itemization for reimbursement of any approved registration fee shall be completed the first time a Statement is submitted. The State (or referring entity) shall not pay a registration fee in excess of any stated on the contract Training Program Supplemental Sheet.
- C. Statement itemization for the reimbursement of approved costs for ancillary items may be completed during the month the item was supplied to the client. The referring entity shall not reimburse the awardee

- (1) in excess of those items and costs stated on the client's most recently approved enrollment form;



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- (2) for the cost of any ancillary item for which payment was made to the client or another awardee;  
or
- (3) for the value of items that were donated or included within tuition fees.

## 17. CALCULATION OF TUITION PAYMENTS

The referring entity shall determine, in writing, on each approved enrollment form whether tuition reimbursement shall be based upon an hourly, daily, weekly, monthly or course fee tuition rate. This determination shall take into account the minimum classroom hours and number of days, weeks or months the client is required to attend in order to complete the program or course, as reflected on the Pricing Schedule. The awardee shall invoice for reimbursement based on the Training Program Costs shown on the client's enrollment form and the actual time in attendance for the accounting period.

- A. At successful completion of training, any tuition costs approved on the enrollment form that have not been reimbursed, shall be eligible for reimbursement. In no case shall the total reimbursement for tuition exceed the firm-fixed amount stated on the Pricing Schedule.
- B. The awardee shall not be reimbursed tuition for training or education not actually delivered. This includes, but may not be limited to, any hours or days the client is not in classroom attendance, whether attendance is scheduled or not, and balance of tuition when a client is dropped, terminated or transferred.
- C. Tuition fees stated on the Pricing Schedule shall not be increased during the contract period.
- D. Tuition shall not be paid in advance.





## **PART THREE**

### **TERMS AND CONDITIONS MASTER PROGRAM AGREEMENT No. ED07-0038**

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#### **1. APPLICABLE LAW**

This MASTER PROGRAM AGREEMENT contract shall be governed by, and the State and the awardee shall have all remedies afforded each by, laws and the administrative rules adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the State. Suits pertaining to this MASTER PROGRAM AGREEMENT shall be brought only in Federal or State courts in the State of Arizona.

#### **2. UNIFORM TERMS AND CONDITIONS**

The Arizona Uniform Terms and Conditions, Version 7.0, are incorporated herein by reference. Applicants, awardees and other interested parties may obtain a copy of this document at <http://www.azeps.az.gov/PoliciesDocuments/index.htm> or by calling the procurement officer.

#### **3. MULTIAGENCY PROGRAM AGREEMENT CONTRACT**

The MASTER PROGRAM AGREEMENT is for the primary benefit of the Arizona Department of Education and its Individual Referral Process; the Arizona Department of Economic Security for its similar training programs; Arizona counties as subrecipients of the Department of Economic Security's grant for the Workforce Investment Act program where they act both as the referring agency and the fiscal agent for that program; and for training programs for youth committed to the Arizona Department of Juvenile Corrections.

#### **4. CLARIFICATION OF REQUIREMENTS**

It is the intent and purpose of the State that the award of MASTER PROGRAM AGREEMENT contracts is performed under as much competition that is practicable under the circumstances. It shall be the potential MASTER PROGRAM AGREEMENT awardee's responsibility to advise the Department of Education if any language, requirement, etc., inadvertently restricts or limits the requirements stated in this document to a single source, or if the requirements are not clearly stated and easily understood. Such notification must be submitted in writing and must be received by the Department of Education prior to MASTER PROGRAM AGREEMENT award(s). A review of such notifications will be made.

#### **5. TERM OF MASTER PROGRAM AGREEMENT**

The term of the MASTER PROGRAM AGREEMENT shall commence upon the date the Procurement Officer signs the MASTER PROGRAM AGREEMENT and shall remain in effect through June 30<sup>th</sup> of the following year, unless terminated, canceled or extended as otherwise provided herein.

#### **6. OPTION TO EXTEND THE TERM OF THE MASTER PROGRAM AGREEMENT**

The MASTER PROGRAM AGREEMENT shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original MASTER PROGRAM AGREEMENT term. The State shall have the right, at its sole option, to extend the term of the MASTER PROGRAM AGREEMENT in one year increments, not to exceed a total MASTER PROGRAM AGREEMENT term of five years from the date of this MASTER PROGRAM AGREEMENT application document. If the State exercises such rights, all terms, conditions and provisions of the original MASTER PROGRAM AGREEMENT shall remain the same and apply during the renewal period with the exception of price. The awardee shall agree that the prices stated in the original MASTER PROGRAM AGREEMENT application shall not be increased in excess of the maximum percentage of increase stated on the MASTER PROGRAM AGREEMENT Pricing Schedule.

#### **7. MULTIPLE MASTER PROGRAM AGREEMENT AWARDS**

In order to ensure adequate coverage of requirements, multiple MASTER PROGRAM AGREEMENT awards may be made.



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#### **8. PRICING**

Pricing must be submitted as an all-inclusive basis. The referring entity shall not reimburse any item other than the all-inclusive rates contained on the applicant's application, except as may be required for any approved ancillary items.

#### **9. PAYMENT**

The awardee shall submit to the referring entity the appropriate statement of charges on a monthly basis. The referring entity shall process the claim for prompt payment in accordance with the standard operating procedures of the State (or the entities procedures if the entity is not a state agency).

#### **10. FEDERAL FUNDS**

In the provision of MASTER PROGRAM AGREEMENT services, the awardee shall be subject to audit accountability and any other applicable provisions of one or more of the following federal programs: The Workforce Investment Act, and the Trade Adjustment Assistance Act, as amended.

#### **11. COMPLIANCE WITH NON-DISCRIMINATION LAWS**

The contractor shall provide equal access to services, employment opportunities and employment advancement opportunities, in accordance with any and all applicable federal and State laws regarding discrimination on the basis of race, color, religion, sex, age, national origin, political affiliation, physical disability, or mental disability. Such laws include, but may not be limited to: Title VI and VII of the Civil Rights Act of 1964, as amended; the Age Discrimination in Employment Act; Arizona Executive Order No. 99-4; the Rehabilitation Act of 1973, as amended; the Equal Pay Act; Title IX of the Education Amendments Act; the Americans with Disabilities Act of 1990; and the Arizona Disability Act of 1992.

#### **12. FINANCIAL AUDIT**

The contractor shall remain in compliance with the Federal Single Audit Act of 1984 (P.L. 98-502), which requires that non-profit or public agencies receiving federal funds, from all sources, totaling \$500,000 or more have a yearly audit conducted, in accordance with the audit and reporting requirements as prescribed in either OMB Circular A-128 or OMB Circular A-133, whichever is appropriate. Such audits, including schedules of federal financial assistance and reports on compliance, must be submitted to the Arizona Department of Education's Workforce Development Unit. Single Audit Act requirements may not pertain to contract awardees who are individuals or for-profit corporations.

#### **13. INDEMNIFICATION AND INSURANCE**

**INDEMNIFICATION:** The MASTER PROGRAM AGREEMENT awardee shall indemnify, defend, save and hold harmless the State of Arizona its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the awardee or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the awardee from and against any and all claims. It is agreed that the awardee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this MASTER PROGRAM AGREEMENT, the awardee agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.



### PART THREE

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*This indemnity shall not apply if the contractor or sub-contractor(s) are an agency, board, commission or university of the State of Arizona.*

**INSURANCE:** The awardee and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this MASTER PROGRAM AGREEMENT are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the awardee, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this MASTER PROGRAM AGREEMENT and in no way limit the indemnity covenants contained in this MASTER PROGRAM AGREEMENT. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the awardee from liabilities that might arise out of the performance of the work under this contract by the MASTER PROGRAM AGREEMENT, his agents, representatives, employees or subcontractors and the awardee is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** The awardee shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- a. The policy shall be endorsed to include the following additional insured language:  
*"The State of Arizona its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".*
- b. Policy shall contain a waiver of subrogation against the State of Arizona its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by the Contractor.

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation Statutory

Employers' Liability

Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.



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- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. The State of Arizona its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
  3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after fifteen (15) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the person designated in "Notices", article 25 of this section of this agreement and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than A VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to the Arizona Department of Education. The State of Arizona MASTER PROGRAM AGREEMENT number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**
- F. **SUBCONTRACTORS:** The awardee's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this MASTER PROGRAM AGREEMENT shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal MASTER PROGRAM AGREEMENT amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In The event the awardee or sub-contractor(s) are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the awardee or sub-contractor(s) are a State of Arizona agency, board, commission, or university then none of the above shall apply.



### **PART THREE**

#### **TERMS AND CONDITIONS MASTER PROGRAM AGREEMENT No. ED07-0038**

**Arizona Department of Education  
1535 West Jefferson Street, Bin #37  
Phoenix, Arizona 85007  
(602) 542-1320**

#### **14. SUSPENSION OR DEBARMENT CERTIFICATION**

By signing the offer section of the Offer and Award page the applicant certifies that it has not been debarred, suspended or otherwise lawfully precluded from participation in any public procurement activity with any Federal, State or Local Government. Signing the offer section without disclosing all pertinent information about a Debarment or suspension shall result in rejection of the offer or cancellation of a contract. The State also may exercise any other remedy available by law.

#### **15. PAYMENT RECOVERY/ADJUSTMENT**

The awardee shall reimburse the State upon demand or the State may deduct from future payments for the MASTER PROGRAM AGREEMENT term the following:

- A. Any amounts paid by the State to the awardee which are identified and sustained as unallowable for MASTER PROGRAM AGREEMENT reimbursement.
- B. Any amounts paid by the State to the awardee which constitute overpayment for tuition of their charges.
- C. Any amounts paid by the State to the awardee for which the awardee's books, records, and/or other documents are not sufficient to clearly substantiate the amount.
- D. Any amounts identified and sustained as a financial audit exception.

#### **16. CONFIDENTIALITY OF RECORDS**

The awardee shall establish and maintain procedure and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the State or from others in carrying out its functions under the MASTER PROGRAM AGREEMENT shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to the State.

#### **17. CANCELLATION**

- A. The State reserves the right to cancel the whole or any part of the MASTER PROGRAM AGREEMENT award due to failure of the contractor to carry out any term, promise, or condition of the MASTER PROGRAM AGREEMENT. The State will issue a written ten (10) day notice of default to the awardee for acting or failing to act as in any of the following:
  - (1) The awardee provides personnel that do not meet the requirements of the MASTER PROGRAM AGREEMENT.
  - (2) The awardee fails to perform adequately the services required in the MASTER PROGRAM AGREEMENT.
  - (3) The awardee attempts to impose on the State personnel which are of an unacceptable quantity.
  - (4) The awardee fails to furnish deliverables within the time stipulated in the MASTER PROGRAM AGREEMENT.
  - (5) The awardee fails to make progress in the performance of the requirements of the MASTER PROGRAM AGREEMENT and/or gives the State a positive indication that the awardee will not or cannot perform to the requirements of the MASTER PROGRAM AGREEMENT.



### **PART THREE**

#### **TERMS AND CONDITIONS MASTER PROGRAM AGREEMENT No. ED07-0038**

**Arizona Department of Education  
1535 West Jefferson Street, Bin #37  
Phoenix, Arizona 85007  
(602) 542-1320**

- B. If the awardee does not correct the above problem(s) within ten (10) days after receiving the notice of default, the State may cancel the MASTER PROGRAM AGREEMENT. If the State cancels the MASTER PROGRAM AGREEMENT award pursuant to this clause, the State reserves all rights or claims to damage for breach of contract.

#### **18. AMENDMENTS**

Any change in the MASTER PROGRAM AGREEMENT must be accomplished by a formal MASTER PROGRAM AGREEMENT amendment signed and approved by and between the duly authorized representative of the awardee and the Procurement Officer of the Arizona Department of Education. Any such amendment shall specify an effective date and the amount of increase or decrease in the amount of the awardee's compensation, if any, and shall be entitled as an "Amendment", and signed by the parties identified in the preceding sentence. The awardee shall expressly and explicitly understand and agree that no other method and/or document, including correspondence, acts, or oral communications by or from any person, shall be used or construed as an amendment, modification or supplement to the MASTER PROGRAM AGREEMENT.

#### **19. INCLUSIVE OFFEROR**

Applicants/Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontracts for percentage of training. Applicants/Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

#### **20. NON-EXCLUSIVE STATUS**

ADE reserves the right to have the same or similar services provided by other than the Contractor.

#### **21. OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

#### **22. FEDERAL IMMIGRATION AND NATIONALITY ACT:**

The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.





**PART THREE**

**TERMS AND CONDITIONS  
MASTER PROGRAM AGREEMENT  
No. ED07-0038**

**Arizona Department of Education  
1535 West Jefferson Street, Bin #37  
Phoenix, Arizona 85007  
(602) 542-1320**

**23. ADDITIONAL PROVISIONS FOR TRADE ADJUSTMENT ACT AWARDEES**

Attachment 11 contains additional provisions which apply to awardees who participate in the training programs funded by the United States Department Labor under the Trade Adjustment Act. These provisions require additional signatures/certifications.

**24. FINGERPRINTING REQUIREMENTS**

Awardees which will be providing training services to the Arizona Department of Juvenile Corrections for committed youth shall comply with the fingerprinting requirements of A.R.S. § 41-2814.

**25. NOTICES**

A. Official MASTER PROGRAM AGREEMENT notifications or correspondence shall be sent to:

Richard Porter  
Arizona Department of Education  
Procurement Unit  
1535 W. Jefferson Street, Bin # 37  
Phoenix, Arizona 85007  
(602) 364-2517

B. Correspondence regarding client activity, progress reports and Attendance/Accounting Statements shall be sent to:

Janet Silao  
Arizona Department of Education  
Workforce Development Unit  
Individual Referral Process Program  
1535 West Jefferson Street, Bin #39  
Phoenix, Arizona 85007  
(602) 542-5485



## **PART FOUR**

### **TERMS AND CONDITIONS MASTER PROGRAM AGREEMENT No. ED07-0038**

**Arizona Department of Education  
1535 West Jefferson Street, Bin #37  
Phoenix, Arizona 85007  
(602) 542-1320**

#### **ATTACHMENTS:**

1. Pricing Schedule
2. Legal / Financial Condition Questionnaire
3. Certification Regarding Lobbying
4. Certification for Drug Free
5. MASTER PROGRAM AGREEMENT Administration Information
6. Training Program Course Outline
7. Training Program Supplemental Sheet
8. Training Program Cost Sheet
9. Training Program/Performance Standards Outline
10. Instructor Information
11. Assurance and Certifications (applies to U.S. Department of Labor Trade Adjustment Act only)

***(Note: With the exception of Attachment 1 and 5, Attachments are not physically located with this Master Program Agreement. Refer to awardee's application)***





Attachment 1

PRICING SCHEDULE  
Master Program Agreement  
No. ED07-0038

Arizona Department of Education  
1535 West Jefferson Street, Bin #37  
Phoenix, Arizona 85007  
(602) 364-2517

1. Attach catalog of courses to be provided and list discount off catalog to be applied to training provided under this agreement, or list as follows the training to be provided during the term of this agreement and the price for that training. Please attach an additional sheet if necessary.

Course(s)

Agreement Price

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Pursuant to the applicable provisions in Part Three of the Master Program Agreement document, the State has an option to renew the Master Program Agreement for up to four (4) additional one-year periods from the original Master Program Agreement term. The State of Arizona does not automatically grant an increase at the time of renewing the contract; if an increase is requested, **documentation of need must be provided at the time of renewal.**

3. In the spaces below, the applicant may provide a percentage for a maximum amount of price increase for each renewal period. If the spaces are not completed, or if increases are not stated as a percentage, prices during renewal periods shall be the same as during the original contract term.

A. 1st Renewal Period: \_\_\_\_\_ percent maximum increase

B. 2nd Renewal Period: \_\_\_\_\_ percent maximum increase

C. 3rd Renewal Period: \_\_\_\_\_ percent maximum increase

D. 4th Renewal Period: \_\_\_\_\_ percent maximum increase

**NOTE:** Increase percentages shall be computed against the **ORIGINAL** contract prices for **EACH** renewal period - **INCREASES ARE NOT CUMULATIVE.**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TYPE NAME AND TITLE

\_\_\_\_\_  
NAME OF AGENCY/COMPANY



## Attachment 2

### Legal/Financial Questionnaire Master Program Agreement No. ED07-0038

**Arizona Department of Education**  
**1535 West Jefferson Street, Bin #37**  
**Phoenix, Arizona 85007**  
**(602) 364-2517**

Is your school: ☐ Private for profit; ☐ Private Non-Profit; ☐ Other: \_\_\_\_\_

If Private for Profit, or "Other", attach the most recent monthly and annual financial statements. If Private Non-Profit, attach the most recent A-133 Audit report, including all Reports on Compliance and Findings.

How often are financial statements prepared for the school? ☐ monthly ☐ quarterly ☐ annually

Who prepares the financial statements? \_\_\_\_\_

Are the statements ever audited by an independent accounting firm/accountant? ☐ Yes ☐ No If yes, how often and by whom are audits conducted \_\_\_\_\_

Do you have any audit exceptions? ☐ Yes ☐ No If yes, please explain on the back of this form.

Does your school have an accounting policy/procedure manual? ☐ Yes ☐ No

Does your school participate in the federal Title IV program? ☐ Yes ☐ No If yes, what is your past three years default rate? \_\_\_\_\_  
If higher than 20%, what is your school doing to decrease this figure? Please explain on the back of this form.

Does your school have any unpaid tax liability or unfiled tax returns? ☐ Yes ☐ No If yes, please explain on the back of this form.

Does your school have insurance coverage as required by the contract? ☐ Yes ☐ No

Have there been any changes in the ownership of the school in the past five years? ☐ Yes ☐ No If yes, please list the previous owners and corresponding dates of ownership on the back of this form.

Has the current or any previous owner of the school ever filed bankruptcy? ☐ Yes ☐ No

Are there any suits, judgments, or claims pending against the school or any of its owners? ☐ Yes ☐ No If yes, on the back of this form, describe the effect final settlement could have on the facility.

Have any current owners, directors, administrators or faculty ever been convicted of a felony or any crime related to the operation of a training or education facility? (Include *nolo contendere* pleas). ☐ Yes ☐ No If yes, please explain on the back of this form.

Is the school or any of the owners, directors or principals currently debarred from conducting business with the federal or State government?  
☐ Yes ☐ No

The ownership of the school is:

<input type="checkbox"/> Sole Proprietorship - Date established: _____	Owner name: _____
<input type="checkbox"/> Legal Partnership - Date established: _____	Partners names: _____
<input type="checkbox"/> Corporation - Date incorporated: _____	State of Incorporation: _____
<input type="checkbox"/> Subsidiary - Indicate parent company name: _____	

For purposes of tracking minority status: The school ownership is 51% or more African-American, Mexican-American, American Indian, Aleutian or Alaskan: ☐ Yes ☐ No

**I certify that to the best of my knowledge the above statements are accurate and complete. Copies of documents requested in number 2 above are attached.**

\_\_\_\_\_  
NAME AND TITLE OF AUTHORIZED CONTRACT SIGNATORY



**Attachment 3**

**Certification Regarding Lobbying  
Master Program Agreement  
No. ED07-0038**

**Arizona Department of Education  
1535 West Jefferson Street, Bin #37  
Phoenix, Arizona 85007  
(602) 364-2517**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

---

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TITLE

Insert name

---

ORGANIZATION

DATE SUBMITTED



**Attachment 4**

**CERTIFICATION FOR DRUG-FREE  
Master Program Agreement  
No. ED07-0038**

**Arizona Department of Education  
1535 West Jefferson Street, Bin #37  
Phoenix, Arizona 85007  
(602) 364-2517**

**By signing and/or submitting this Master Program Agreement Application the applicant/awardee is providing the Certification set out below:**

The certification set out below is a material representation of fact upon which reliance was placed when the Agency determined to award the contract. If it is later determined that the applicant knowingly rendered false certification or otherwise violates the requirements of the Drug-Free Workplace Act, the Agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

The holder certifies that it will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing a drug-free awareness program to inform employees about:
  - A. The dangers of drug abuse in the workplace;
  - B. The Contractor's policy of maintaining a drug-free workplace;
  - C. Any available drug counseling, rehabilitation, and employee assistance program; and
  - D. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the contract, the employee will:
  - A. Abide by the terms of the statement; and
  - B. Notify the employer of any criminal drug conviction for a violation occurring in the workplace no later than five days after such conviction.
5. Notifying the Agency within ten (10) days after receiving notice under subparagraph 4.B from an employee or otherwise receiving actual notice of such conviction.
6. Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph 4.B, with respect to any employee who is so convicted:
  - A. Taking appropriate personnel action against such employee, up to and including termination; or
  - B. Requiring such employee to participate satisfactorily in a drug-abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1,2,3,4,5, and 6.

**PLACE(S) OF PERFORMANCE (STREET ADDRESS, CITY, STATE, ZIP CODE).** The applicant shall insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

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\_\_\_\_\_  
Name of Certifying Official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT NO. 5**  
**ARIZONA DEPARTMENT OF EDUCATION**  
1535 West Jefferson Street, Bin #37  
Phoenix, Arizona 85007

**MASTER PROGRAM AGREEMENT ADMINISTRATION INFORMATION**

TRAINING FACILITY IDENTIFICATION:

Master Program Agreement No.: ED07-0038-

Training Facility Name	Federal Tax Identification Number
Mailing Address	State Tax Identification Number
City/State/Zip Code	Official Contract Contact Person & Telephone
Fax Number	E-mail Address

List the Authorized Signers for the Grant Contract; show the level of authority for each. Include Registration and Fiscal (Billing) contacts. Any changes in signatories must be reported in writing within 10 days.

NAME and TITLE	SIGNATURE AUTHORITY	
	___ Contract	___ Reports
	___ Contract	___ Reports
	___ Contract	___ Reports
	___ Contract	___ Reports

PROGRAM APPROVALS - SELECT ONE CATEGORY AND ATTACH THE DOCUMENTATION REQUESTED.

- \_\_\_ A. Currently licensed by the Arizona State Board for Private Postsecondary Education. *Attach copy* of current license(s) for all courses offered in this proposal.
- \_\_\_ B. Currently licensed by the Arizona State Board of Cosmetology or the Arizona State Barber Board of Examiners. *Attach copy* of current license(s).
- \_\_\_ C. Offers standards of instruction and/or training programs certified/approved by an appropriate State, Federal or other board, agency or entity. Name of Agency, board or entity: \_\_\_\_\_
- \_\_\_ D. Organization with demonstrated effectiveness in providing direct skills training to clients. *Attach narrative* explaining such demonstrated effectiveness, including references.
- \_\_\_ E. Organization with a license, certification or approval to offer courses from the following entity:  
\_\_\_\_\_  
*Attach copy* of the appropriate license, certification or approval

**GRANT CONTRACT SERVICE LOCATIONS - LIST THE LOCATION(S) OF FACILITIES TO BE USED FOR CONTRACT SERVICES**

FACILITY ADDRESS & PHONE NUMBER	BOOKSTORE CONTACT NAME / TITLE	REGISTRATION CONTACT NAME / TITLE	BILLING CONTACT NAME / TITLE

**ATTACHMENT NO. 6**  
**ARIZONA DEPARTMENT OF EDUCATION**  
 1535 West Jefferson Street, Bin #37  
 Phoenix, Arizona 85007

**Individual Referral Process**  
**Training Program Course Outline**

Master Program Agreement No.: ED07-0038-  
 Program

Training Facility: \_\_\_\_\_

Name: \_\_\_\_\_

☐

New Program

☐

Continuing Program

Course Title: include labs, and internships, customized training component (if applicable), etc.  
 (Complete one form for each separate program. Attach additional sheets as needed.)

\*Clock Hours

\*Total Instructional Clock Hours

Daytime program: Instructional clock hours per day \_\_\_\_\_ Total Instructional Days \_\_\_\_\_

Classes are conducted on: Mon \_\_\_\_\_ Tue \_\_\_\_\_ Wed \_\_\_\_\_ Thu \_\_\_\_\_ Fri \_\_\_\_\_ Sat \_\_\_\_\_ Sun \_\_\_\_\_

Evening Program: Instructional clock hours per day \_\_\_\_\_ Total Instructional Days \_\_\_\_\_

Classes are conducted on: Mon \_\_\_\_\_ Tue \_\_\_\_\_ Wed \_\_\_\_\_ Thu \_\_\_\_\_ Fri \_\_\_\_\_ Sat \_\_\_\_\_ Sun \_\_\_\_\_

Holidays Observed \_\_\_\_\_

Enrollment Dates: \_\_\_\_\_

Maximum number of students to be enrolled on each enrollment date: \_\_\_\_\_ Current Enrollment: \_\_\_\_\_

Conditions/Prerequisites for  
 enrollment: \_\_\_\_\_

\*Funding regulations require that tuition be reimbursed **ONLY** for **ACTUAL** clock hours of attendance, (payment can not be made for hours/days the student is not in training, such as absences, holidays, etc.) Therefore, total instructional clock hours must not include holidays or allowance for time missed. In order to ensure proper payment of your tuition, use the amount of actual clock hours a student must attend in order to complete the course(s).

**ATTACHMENT NO. 7**  
**ARIZONA DEPARTMENT OF EDUCATION**  
 1535 West Jefferson Street, Bin #37  
 Phoenix, Arizona 85007

## Individual Referral Process Training Program Supplemental Sheet

Master Program Agreement No.: ED07-0038-

Training Facility: \_\_\_\_\_

Program Name: \_\_\_\_\_

## Books/Workbooks

List books that are **necessary for program completion**. Do not list books for which payment is made to another vendor.

**Books to be purchased through a vendor other than the school must be listed under “Other Program Costs”**

(Complete one form for each separate program. Attach additional sheets as needed.)

Check One		Title	Author	Date Published	Cost
Text	Workbook				
Total					

## Supplies and Materials

List supplies that are **necessary for program completion**. **Do not** list supplies that are included in the cost of tuition, i.e. supplies given to the student as part of the program. **Do not** list supplies for which payment is made to another vendor.

**Supplies to be purchased through a vendor other than the school must be listed under “Other Program Costs”**

Description of Item		Cost
Total		

**ATTACHMENT NO. 8**  
**ARIZONA DEPARTMENT OF EDUCATION**  
 1535 West Jefferson Street, Bin #37  
 Phoenix, Arizona 85007

	<b>Individual Referral Process</b> <b>Training Program Cost Sheet</b> Master Program Agreement No.: ED07-0038-
--	--

Training Facility: \_\_\_\_\_

**Other Program Costs**  
List any costs for items REQUIRED FOR PROGRAM COMPLETION which must be purchased from a vendor other than a school, such as fees for licenses, or certifications: special tools; physicals; laboratory fees; uniforms; special shoes or boots, etc. Estimate cost if necessary.

Description of Item (Complete one form for each separate program. Attach additional sheets as needed).	Suggested Vendor	Cost
---	------------------	------

--	--	--

	Total
--	-------

Cost Per Participant	
Tuition	_____
Registration Fee	_____
Textbooks/Workbooks	_____
Supplies/Materials	_____
Other Program Costs	_____
Total Costs per Participant	_____
*Hourly Tuition Rate	_____

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---

\*Tuition will be reimbursed only for actual Instructional Clock Hours of attendance at the hourly tuition rate.

**Hourly Tuition Rate is calculated as: Tuition divided by actual Instructional Clock Hours = Hourly Tuition Rate.**



**ATTACHMENT NO. 9**  
**ARIZONA DEPARTMENT OF EDUCATION**  
1535 West Jefferson Street, Bin #37  
Phoenix, Arizona 85007

**Individual Referral Process**  
**Training Program Performance Standards Outline**

Training Facility: \_\_\_\_\_

Master Program Agreement No.: ED07-0038-

Program Name(s): \_\_\_\_\_  
\_\_\_\_\_

List the labor market opportunities and specific occupations available to the student upon program completion. List the actual names of businesses where previous placement has occurred within the last twelve months upon completion of training from your training institution(s).


List the **"Performance Standards"** students must meet in order to pass/achieve program completion. Include last year completion rates, 6 months placement rates, and average wages. If your training facility does not currently collect this data, please attach a plan and description of your planned process to meet these criteria and collect this data within the next year.


List the types of **Job Placement Assistance** and follow-up services currently offered to students enrolled in this program(s).


List the types of **Support Services** currently offered to students enrolled in program(s); i.e. childcare, transportation, etc.

☐ At Cost: Specify

--

☐ At No Cost: Specify

--

**ATTACHMENT NO. 10**  
**ARIZONA DEPARTMENT OF EDUCATION**  
1535 West Jefferson Street, Bin #37  
Phoenix, Arizona 85007

**Instructor Information**

**Training Facility:** \_\_\_\_\_ **Master Program Agreement No. ED07-0038**

**Program Name:** \_\_\_\_\_

Class Title	Minimum Education/Experience/Licensing/Certification required of an Instructor for this class

**ATTACHMENT NO. 11**  
**ARIZONA DEPARTMENT OF EDUCATION**  
1535 West Jefferson Street, Bin #37  
Phoenix, Arizona 85007  
MASTER PROGRAM AGREEMENT NO. ED07-0038

TRADE ADJUSTMENT ACT  
ASSURANCES AND CERTIFICATIONS – SIGNATURE PAGE

The Department of Labor will not award a grant or agreement where the grantee/recipient has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. Therefore, Department of Economic Security/Employment Administration/Arizona Department of Education cannot award a grant or agreement where the sub-grantee/sub-recipient has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. By signing and returning this signature page, the grantee/recipient is providing the certifications set forth below:

- A. Assurances – Non-Construction Programs
- B. Certifications Regarding Lobbying, Debarment, Suspension, and Other Responsibility Matters and Drug-Free/Tobacco-Free Workplace Requirements.
- C. Certification of Release of Information

APPLICANT NAME and LEGAL ADDRESS:

NAME  
TITLE  
DEPARTMENT  
ADDRESS  
CITY, STATE, ZIP ,

If there is any reason why one of the assurances or certifications listed cannot be signed, please explain. Awardee need only submit and return this signature page. All other instructions shall be kept on file by the awardee.

---

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL                      TITLE

Insert name

---

ORGANIZATION

DATE SUBMITTED

**ATTACHMENT NO. 11**  
**ARIZONA DEPARTMENT OF EDUCATION**  
1535 West Jefferson Street, Bin #37  
Phoenix, Arizona 85007  
**MASTER PROGRAM AGREEMENT NO. ED07-0038**

XXII. Sections

The Insert name shall comply with the attached mandatory assurances and clauses per United States Department of Labor's grant requirements:

Section 1	29CFR97.36(i) Procurement – Contract Provisions
Section 2	29CF97.42(a) Retention and Access Requirements for Records
Section 3	Certification Regarding Lobbying
Section 4	Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Section 5	Certifications Regarding Drug-Free/Tobacco Free Workplace Requirements
Section 6	FY2005 Drug-Free Workplace Certification
Section 7	Certification of Release of Information
Section 8	Certificate Regarding Environmental Tobacco Smoke
Section 9	Assurances – Non-Construction Programs
Section 10	Reporting Allegations of Fraud, Waste, or Abuse

**ATTACHMENT NO. 11**  
**ARIZONA DEPARTMENT OF EDUCATION**  
1535 West Jefferson Street, Bin #37  
Phoenix, Arizona 85007  
**MASTER PROGRAM AGREEMENT NO. ED07-0038**

**SECTION 1**

29 CFR 97.36 – Procurement - Contract Provisions

(i) Contract provisions. A grantee's and sub-grantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

- (1) Administrative, contractual, or legal remedies in instances where Department of Economic Security violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
- (2) Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000.00)
- (3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000.00 by grantees and their Department of Economic Security or sub-grantees)
- (4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub-grants for construction or repair)
- (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2,000.00 awarded by grantees and sub-grantees when required by Federal grant program legislation)
- (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and sub-grantees in excess of \$2,000.00, and in excess of \$2,500.00 for other contracts which involve the employment of mechanics or laborers)
- (7) Notice of awarding agency requirements and regulations pertaining to reporting.
- (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (10) Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Department of Economic Security which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (11) Retention of all required records for three years after grantees or sub-grantees make final payments and all other pending matters are closed.
- (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and sub-grants of amounts in excess of \$100,000.00)

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- (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). [53 FR 8069, Mar. 11, 1988, as amended at 60 FR 19639, 19643, Apr. 19, 1995]

**SECTION 2**

**29 CFR 97.42 - Retention and access requirements for records**

- (a) **Applicability.**
- (1) This section applies to all financial and programmatic records, supporting documents, statistical records, and other records of grantees or sub-grantees which are:
    - (i) Required to be maintained by the terms of this part, program regulations or the grant agreement, or
    - (ii) Otherwise reasonably considered as pertinent to program regulations or the grant agreement.
  - (2) This section does not apply to records maintained by Department of Economic Security or sub-Department of Economic Security. For a requirement to place a provision concerning records in certain kinds of contracts, see Sec. 97.36(i)(10).
- (b) **Length of retention period.**
- (1) Except as otherwise provided, records must be retained for three years from the starting date specified in paragraph (c) of this section.
  - (2) If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.
  - (3) To avoid duplicate recordkeeping, awarding agencies may make special arrangements with grantees and sub-grantees to retain any records which are continuously needed for joint use. The awarding agency will request transfer of records to its custody when it determines that the records possess long-term retention value. When the records are transferred to or maintained by the Federal agency, the 3-year retention requirement is not applicable to the grantee or sub-grantee.
- (c) **Starting date of retention period**
- (1) **General.** When grant support is continued or renewed at annual or other intervals, the retention period for the records of each funding period starts on the day the grantee or sub-grantee submits to the awarding agency its single or last expenditure report for that period. However, if grant support is continued or renewed quarterly, the retention period for each year's records starts on the day the grantee submits its expenditure report for the last quarter of the Federal fiscal year. In all other cases, the retention period starts on the day the grantee submits its final expenditure report. If an expenditure report has been waived, the retention period starts on the day the report would have been due.
  - (2) **Real property and equipment records.** The retention period for real property and equipment records starts from the date of the disposition or replacement or transfer at the direction of the awarding agency.
  - (3) **Records for income transactions after grant or sub grant support.** In some cases grantees must report income after the period of grant support. Where there is such a requirement, the retention period for the records pertaining to the earning of the income starts from the end of the grantee's fiscal year in which the income is earned.
  - (4) **Indirect cost rate proposals, cost allocations plans, etc.** This paragraph applies to the following types of documents, and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
    - (i) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the grantee) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.
    - (ii) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the grantee) for negotiation purposes, then the 3-year retention period for the proposal plan, or computation and its supporting records starts from end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.
- (d) **Substitution of microfilm.** Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.
- (e) **Access to records**
- (1) Records of grantees and sub-grantees. The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and sub-grantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.
  - (2) **Expiration of right of access.** The rights of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

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- (f) Restrictions on public access. The Federal Freedom of Information Act (5 U.S.C. 552) does not apply to records unless required by Federal, State, or local law, grantees and sub-grantees are not required to permit public access to their records.

SECTION 3  
**CERTIFICATION REGARDING LOBBYING**

Certification of Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

4. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
5. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
6. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

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SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TITLE

Insert name

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ORGANIZATION

DATE SUBMITTED

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**SECTION 4**

*CERTIFICATION REGARDING*  
*DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS*  
*PRIMARY COVERED TRANSACTIONS*

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



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SECTION 5

**CERTIFICATIONS REGARDING DRUG-FREE/TOBACCO-FREE WORKPLACE REQUIREMENTS**

1. By signing and/or submitting the certification signature page of this application or grant agreement, the grantee is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces, under grants, for grantees other individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, upon award, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g. all vehicle; of a mass transit authority or State highway department while in operation, State employees in each local unemployment office performers in concert halls or radio studios).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see 5., above).
6. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15).

Conviction means a finding of guilt including a plea of "nolo contendere" or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use or possession of any controlled substance.

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet matching requirement; consultants or independent Department of Economic Security contractors not on the grantee's payroll; or employees of sub-recipients or sub-Department of Economic Security in covered workplaces.

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**SECTION 6**  
**FY2005 DRUG-FREE WORKPLACE CERTIFICATION**

The Insert name certifies it does and will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in all Insert name work sites and specifying the action that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about –
  - (1) The dangers of drug abuse in the workplace;
  - (2) The Insert name policy of maintaining a drug-free workplace;
  - (3) The available drug counseling, rehabilitation, and employee assistance programs, and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Requiring that each Insert name employee receive a copy of the statement required by paragraph (a);
- (d) Notifying all Insert name employees in the statement required by paragraph (a) that, as a condition of employment, the employee will –
  - (1) Abide by the terms of the statement; and
  - (2) Notify his/her immediate supervisor in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the appropriate federal agency (ies) in writing within ten calendar days after receiving notice under subparagraph (d)(2), from an employee or otherwise actual notice of such conviction. Such notification will include the employee's position title and grant identification number(s) on which the convicted employee was working.
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-
  - (1) Taking appropriate personnel action against such an employee, up to and including termination consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Check ☐ if the place(s) of performance (street address, city, county, state, zip code) in connection with a specific grant is/are attached.

Check ☐ if there are workplaces on file that are not identified here.

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**SECTION 7**  
**CERTIFICATION OF RELEASE OF INFORMATION**

This certification is executed with the signing of the certification signature page and submission with the Agreement package.

**CERTIFICATION FOR RELEASE OF INFORMATION**

Each grantee must indicate the Federal Share of the grant and the percentage of the grant financed by the Federal share. In this regard, the Certificate for Release of Information is cited below for this purpose. The submission of a signed application containing a copy of this Certification for Release of Information, “shall constitute the necessary certification.”

**CERTIFICATION**

“The grantee agrees that when issuing statements, press releases, requests for proposals, bid solicitations or other documents describing the grant project or program, the grantee shall clearly state (1) the percentage of the total cost of the program or project which will be or is being financed with Federal money, and (2) the dollar amount of Federal funds for the project or program; except when, the project or program is competitive.”

As the duly authorized representative of the applicant, I hereby certify by signing the certification signature page that the applicant will comply with the assurance and certifications in Part III of the Solicitation for Grant Applications (SGA).

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**SECTION 8**

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting the certification signature page with this application the applicant/grantee certifies that it will comply with the requirements of the Act. The applicant/grantee further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all sub-grantees shall certify accordingly.

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Public reporting burden for this collection of Information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

OMB Approval No. 0348

**SECTION 9**  
**ASSURANCES NON-CONSTRUCTION PROGRAMS**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.  
prohibits discrimination on the basis of handicaps; (d) the Age  
  
Discrimination Act of 1975, as amended (42 U.S.C. §~6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §~523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §~290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §~3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §~4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §~1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (C) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

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activities of employees whose principal employment  
activities are

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §~1501-1508 and 7324-7328) which limit the political funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §~276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §~327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §~1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §~7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §~1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470) EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §~469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §~2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §~4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

## SECTION 10

### WIA Title 1B Fraud and Abuse Policy of the Workforce Investment Act

**POLICY:** WIA regulations require that incidents of fraud, waste, abuse or other criminal activity be reported through the incident reporting to the Department of Labor, Office of Inspector General. All Staff and contracted service providers, in accordance with Federal regulation shall include a system of internal controls which ensure resource use is consistent with laws, regulations and policies; are safe guarded against waste, loss and gross mismanagement of funds; are alerted to the potential of fraud. Abuse and/or criminal acts in the WIA programs through conflict of interest, falsification of records or reports and misappropriation of funds or other assets; an lastly, be aware of obligations to report such activities.

**PROCEDURES: Reporting of Fraud & Abuse:** Information and complaints involving criminal fraud, waste, abuse or other criminal activity by a LWIA or staff must be reported immediately. Reports are made through the Department's Incident Reporting System to the DOL Office of Inspector General, Office of Investigations, 200 Constitution Avenue NW Room S5514, Washington, D.C. 20210, or to the corresponding Regional Inspector General for Investigations, with a copy simultaneously provided to the Arizona State Attorney General's Office. **The OIG/DOL Hotline number is 1-800-347-3756.** Email notifications can be made to the Office of Inspector General (OIG) at [www.oig.dol./hotnet1.htm](http://www.oig.dol./hotnet1.htm), or, by FAX to 202-693-5210.

*All grantees/contractors staff or employees with allegations of fraud, waste, or abuse, should be advised to contact OIG directly, particularly if they want to protect their anonymity. The U.S. Department of Labor (DOL) and its divisions enforce laws that directly protect whistle blowers or have provisions to shield employees from retaliation, for reporting violations of the laws, refusing to engage in any action made unlawful by the laws, or participating in any proceedings under the laws.*

Questions about or complaints alleging a violation of the nondiscrimination provisions of WIA section 188 may be directed or mailed to the Director, Civil Rights Center, U.S. Department of Labor, 200 Constitution Avenue NW Room N4123, Washin